

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

4224 Lc; RW01



ENT 113103:2013 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Dec 12 11:31 am FEE 18.00 BY CLS  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*  
PARCEL I.D.# 46:844:0001

## RIGHT-OF-WAY AND EASEMENT GRANT

Concord Apartments at Vineyard, LLC, a Limited Liability Company of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.00 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point, said point being South 51°12'46" West 84.16 feet from the Northeast corner of Lot 1 of the Mill Road Subdivision Phase 1, as recorded in the official records of the Utah County Recorder's Office, and running thence South 89°33'57" West 630.03 feet; thence South 00°20'17" East 97.74 feet; thence South 30°20'16" East 321.18 feet; thence North 59°17'38" East 119.13 feet; thence North 00°14'41" West 316.11 feet to the point of terminus.

Beginning at a point, said point being South 51°12'46" West 84.16 feet from the Northeast corner of said Lot 1 and running thence South 00°21'12" East 174.25 feet; thence South 30°31'26" East 41.25 feet; thence North 89°45'20" East 46.17 feet to the point of terminus.

Beginning at a point, said point being South 09°25'35" West 266.10 feet from the Northeast corner of said Lot 1 and running thence South 24°53'26" West 44.70 feet; thence South 00°20'51" East 197.05 feet; thence South 20°07'57" East 71.76 feet; thence North 69°52'03" East 60.57 feet to the point of terminus.

Beginning at a point, said point being South 07°06'38" West 494.84 feet from the Northeast corner of said Lot 1 and running thence South 89°52'42" West 291.15 feet; thence South 60°11'32" West 126.21 feet to the point of terminus.

Beginning at a point, said point being North 31°47'28" West 239.09 feet from the Southeast corner of said Lot 1 and running thence South 20°07'57" East 173.56 feet; thence South 66°04'26" West 332.93 feet; thence North 30°10'17" West 500.86 feet to the point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 25<sup>th</sup> day of November, 2013.

ENT 113103:2013 PG 3 of 3

IN WITNESS WHEREOF, said Greg Rindlisbacher has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25<sup>th</sup> day of November, A.D. 20 13.

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

Concord Apartments at Vineyard, LLC  
Limited Liability Company

By [Signature]

Manager

On the date first above written personally appeared before me, Greg Rindlisbacher, who, being by me duly sworn, says that he is the Manager of Concord Apartments at Vineyard a Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said Greg Rindlisbacher acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]  
Notary Public

